

MORTGAGE OF REAL ESTATE

BOOK 1559 PAGE 325

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
S. C. MORTGAGE OF REAL ESTATE  
DEC 5 11 00 AM '81  
DONN CAMPBELL  
R.M.C.

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Lloyd and Nancy Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Thousand Seven Hundred Twenty and 56/100-----  
-----Dollars (\$ 1,720.56 ) due and payable

June 15, 1983

with interest thereon from December 8, 1981 at the rate of 18.00 per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

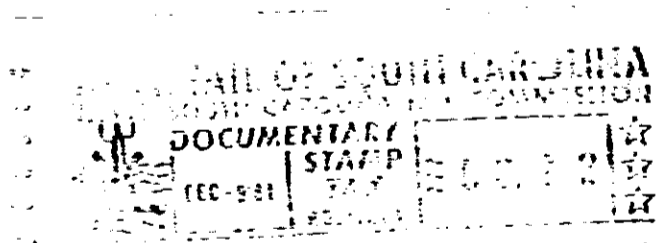
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and is a portion of the property on a survey for Conyers Rochester, prepared by Carolina Surveying Company, on March 30, 1974, and further survey by Terry T. Dill recorded in the RMC Office for Greenville County at Plat Book 8-D, Page 1, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the existing road joining Lewis Rochester, and James Rochester lot and running thence S. 73-38 W. 385.2 feet to an iron pin; thence N. 16-49 W. 240 feet to an iron pin; thence N. 73-38 E. 346.5 feet to an iron pin; thence S. 26-00 E. 243.4 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of Lewis C. Rochester, et al., dated March 28, 1980, and recorded in the RMC Office for Greenville County at Deed Book 1130, page 461.

THIS conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record on the recorded plat or on the premises and it is particularly subject to a 50 foot right-of-way of ingress and egress across the southeast portion of property retained by Rochester. Said right-of-way extends over an existing road across the said property which fronts on Ledbetter Road.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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